Issue III.5 ***Tandem Rate*** Where the geographic coverage of an AT&T switch is comparable to that of a Verizon tandem, should AT&T and Verizon receive comparable reciprocal compensation for terminating the other parties' traffic?

Q. PLEASE DESCRIBE ISSUE III.5.

A. This issue is set forth in the DPL as follows: "Where the geographic coverage of an AT&T switch is comparable to that of a Verizon tandem, should AT&T and Verizon receive comparable reciprocal compensation for terminating the other parties' traffic?" AT&T asserts that it is justified in charging the applicable tandem switch service rate for the termination of Verizon's traffic on AT&T's network. Verizon, in its Answer asserts that, "to the extent local traffic does not pass through a CLEC tandem, the CLEC should not receive the higher tandem-switched rate but, rather, should receive the lower end-office rate for traffic routed directly to the CLEC's end-office."[82]

Q. WHAT DO THE FCC REGULATIONS STATE ON THIS ISSUE?

A. The FCC regulations recognize that there may be parity between a competitive carrier's end office switch and an ILEC tandem switch. They provide that when AT&T's switches provide comparable geographical coverage to Verizon's tandem switches, the tandem rate should apply to traffic terminated to those AT&T switches. The specific regulation, set forth in, 47 C.F.R. § 51.711 (a)(3), provides:

> Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by

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[82] Verizon Response at 64.

the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate.

Q. HAS THE FCC SPECIFICALLY ADDRESSED THIS REGULATION IN ANY OF ITS ORDERS?

A. Yes, several times; and each time it has clearly supported AT&T's position. First, in the *Local Competition Order*, the FCC stated:

> We find that the "additional costs" incurred by a LEC when transporting and terminating a call that originated on a competing carrier's network are likely to vary depending on whether tandem switching is involved. We, therefore, conclude that states may establish transport and termination rates in the arbitration process that vary according to whether the traffic is routed through a tandem switch or directly to the end-office switch. In such event, states shall also consider whether new technologies (*e.g.*, fiber ring or wireless networks) perform functions similar to those performed by an incumbent LEC's tandem switch and thus, whether some or all calls terminating on the new entrant's network should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch. Where the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent LEC's tandem switch, the appropriate proxy for the interconnecting carrier's additional costs is the LEC tandem interconnection rate.[83]

Despite this statement in the Local Competition Order, there still remained some controversy as to whether it was necessary to also examine the functionality of a CLEC switch as well as its geographic coverage when determining whether a CLEC was entitled to the tandem rate. The FCC has recently laid this controversy

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83 Local Competition Order at ¶1090 (emphasis added).

to rest in two recent pronouncements. The first is in its Intercarrier Compensation NPRM. In this NPRM the Commission stated,

> In addition, section 51.711(a)(3) of the Commission's rules requires only that the comparable geographic area test be met before carriers are entitled to the tandem interconnection rate for local call termination. Although there has been some confusion stemming from additional language in the text of the *Local Competition Order* regarding functional equivalency, section 51.711(a)(3) is clear in requiring only a geographic area test. Therefore, we confirm that a carrier demonstrating that its switch serves "a geographic area comparable to that served by the incumbent LEC's tandem switch" is entitled to the tandem interconnection rate to terminate local telecommunications traffic on its network. at ¶ 105.

The Commission reiterated this clarification in a May 9, 2001 letter relating to a Sprint PCS request on this same issue. In that letter the Commission cited the above quoted statement in the NPRM and affirmed that the geographic comparability test is the only applicable rule.[84]

Q. HAVE THERE BEEN ANY RECENT COURT DECISIONS ON THIS ISSUE?

A. Yes. The U.S. Court of Appeals for the Ninth Circuit also recently addressed the issue, reversing a ruling by the State of Washington Utilities and Transportation Commission (which had been affirmed by the U.S. District Court for the Western District of Washington) to find that AT&T Wireless must be compensated the

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[84] Letter from Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau of the FCC, and Dorothy ZT. Attwood, Chief, Common Carrier Bureau of the FCC, to Charles McKee, Senior Attorney. Sprint PCS (May 9, 2001).

tandem rate because its switches serve a comparable geographic area to U.S. West's tandem switches.[85]

That Order should settle the question (if there was any question remaining). The sole test for determining entitlement to the tandem rate is comparable geographic coverage. Functionality of the switch is irrelevant.

Q. DO AT&T'S SWITCHES IN VIRGINIA COVER A GEOGRAPHIC AREA COMPARABLE TO THE AREA COVERED BY EACH VERIZON SWITCH?

A. Yes. AT&T offers local exchange service in Virginia utilizing three separate networks. One network is operated on behalf of AT&T Communications of Virginia, Inc. ("AT&T Comm"). A second network is operated on behalf of TCG Virginia, Inc. and ACC National Telecom Corp. ("TCG"). A third network is operated on behalf of MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. ("MediaOne"). Their local service networks provide entirely distinct services and products to distinct classes of customers and are not integrated in any way. For this reason, AT&T proposes that each network may be judged independently for purposes of determining whether such network meets the standard under 47 C.F.R. § 51.711 (A)(3).

AT&T Comm has deployed 4ESS switches, which function primarily as long distance switches, and 5ESS switches, which act as adjuncts to the 4ESS switches. AT&T Comm has the ability to connect virtually any qualifying local

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[85] U.S. West Communications, Inc v. Washington Utilities and Transportation Commission, AT&T Wireless Services, Inc., CV-97-05686-BJR, No. 98-36013 (July 3, 2001). The

exchange customer in Virginia to one of these switches through dedicated access services offered by AT&T or another access provider.

TCG provides local exchange services using Class 5 switches. TCG is able to connect virtually any customer in a LATA to the TCG switch serving that LATA either through (1) TCG's own facilities built to the customer premises, (2) UNE loops provisioned through collocation in Verizon end offices, or (3) using dedicated high-capacity facilities (in special access services or combinations of UNEs purchased from Verizon).

MediaOne provides local exchange services using a Class 5 switch and is able to connect virtually any customer in its cable TV franchise area.

The Commission should order Verizon to pay the applicable tandem interconnection rate for the termination of local (non-ISP) traffic at each AT&T Comm, TCG and MediaOne switch. AT&T is justified in its request because the geographic area covered by each switch is comparable to the area covered by Verizon's tandem switches.

Q. HAVE YOU PREPARED ANY DOCUMENTATION THAT SUPPORTS YOUR CLAIM THAT THESE SWITCHES COVER A GEOGRAPHIC AREA COMPARABLE TO THE AREA COVERED BY VERIZON'S SWITCHES?

A. Yes. To assist the Commission in resolving this issue, I have prepared a series of maps that are marked as Exhibit DLT-8. Exhibit DLT-8 contains both color transparency maps and color copies (of the same maps). The transparent maps are

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Court cited both the Local Competition Order and the Commission's May 9, 2001 letter

supplied so that the Commission can "overlay" the maps and compare the geographic area served by AT&T, TCG and MediaOne switches and Verizon switches.

The first map, Exhibit DLT-8a[86], provides the number of switches AT&T Comm currently operates in Virginia on a LATA by LATA basis. It is important to note that in some cases, the AT&T switch serving a LATA is not physically located in the LATA. The second map, Exhibit DLT-8b,[87] shows the number of switches TCG currently operates in Virginia on a LATA by LATA basis. As with AT&T's switches, it is important to note that in some cases, the TCG switch serving a LATA is not physically located in the LATA. The third map, Exhibit DLT-8c[88] shows the switch MediaOne currently operates in Virginia in the Richmond LATA. Finally, Exhibit DLT-8d[89] shows the number of tandem switches Verizon Virginia currently operates in Virginia on a LATA by LATA basis. When maps 8a, 8b, 8c and 8d are superimposed over each other, it becomes clear that each and every AT&T, TCG and MediaOne switch covers a comparable or greater geographic area as that covered by the corresponding Verizon tandem switch.[90]

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ruling.

86 On the AT&T map, blue shading depicts the areas covered by AT&T's switches.

87 On the TCG map, green shading depicts the areas covered by TCG's switches.

88 On the MediaOne map, purple shading depicts the areas covered by TCG's switches.

89 On the Verizon maps, gold shading depicts areas covered by Verizon tandems.

90 Statewide and LATA-specific maps were created by using data contained in the Local Exchange Routing Guide (LERG). The LERG, produced by Telcordia Technologies, contains routing data that supports the current local exchange network configuration within the North American Numbering Plan (NANP) as well as identifying reported planned changes in the network. The LERG data in conjunction with MapInfo V-4.1.1.2,

Q. WHAT ABOUT VERIZON'S ASSERTION THAT THE GEOGRAPHIC COVERAGE TEST REQUIRES THAT THE CLEC SWITCH ACTUALLY SERVE A COMPARABLE GEOGRAPHIC AREA RATHER THAN WHETHER THE SWITCHES ARE CAPABLE OF SERVING COMPARABLE AREA?

A. Verizon is wrong on this, and it cites nothing which supports its position. It claims, on page 66 of its Response, that a Texas PUC decision supports its position on this issue. But a review of the cited passage makes clear that the Texas decision was focusing on the tandem functionality test that, as I stated above, is not applicable.[91] Thus, the decision is not on point.

There is a decision actually on point, however, and it supports AT&T's position, not Verizon's. The Michigan Public Service Commission examined the issue of the geographic comparability test in a MediaOne/Ameritech Arbitration.[92] There the arbitration panel concluded that MediaOne had failed to demonstrate that its network currently serves a geographic area comparable to SBC-Ameritech's in Michigan.[93] The Commission reversed the panel's decision. Although the Commission also addressed the functionality test which we now know does not

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a commercial mapping software package, was used to prepare the state-wide and LATA-specific maps attached herein.

[91] In the case cited by Verizon, the Texas PUC stated "...to receive reciprocal compensation for performing *tandem functions* (emphasis supplied) the CLEC must demonstrate that it is actually serving the ILEC tandem area using *tandem like functionality*, instead of just demonstrating the capability to serve the comparable geographic area. In making this *functionality* determination. . ." *Proceeding to Examine Reciprocal Compensation Pursuant to Section 252 of the Federal Telecommunications Act of 1996*, Arbitration Award, Texas PUC at 28-29 (July 2000) (Emphasis supplied).

[92] *Petition of MediaOne Telecommunications of Michigan, Inc/ for Arbitration Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Michigan,* Michigan Public Service Commission, Case No. U-12198, Opinion and Order, (March 3, 2000) ("MediaOne Order")

apply, it is its statements relating to the geographic comparability that are relevant here.

Pointing to paragraph 1090 the FCC's *Local Competition Order* (which I quote above), the Commission noted that to establish that a competitive carrier's switches serve a geographic area comparable to that served by the ILEC's tandem switches, (a) the competitive carrier's network need not serve exactly the same area as that served by the ILEC and (b) the competitive carrier's network technology need not operate precisely in the same manner as the ILEC's network technology, if it provides the same or equivalent functionality.[94] The Commission concluded that MediaOne's SONET network did serve an area comparable to that served by SBC-Ameritech and did provide equivalent functionality:

> After reviewing the facts presented to the arbitration panel, the Commission is persuaded that the area served by MediaOne's SONET network is comparable to that served by Ameritech Michigan's tandem switch. In so finding, the Commission is aware that MediaOne does not yet have the same number of customers or locations of customers that the incumbent currently has. Yet the Commission is persuaded that MediaOne's switch is serving a geographic area that is broad enough to be considered comparable to an Ameritech Michigan tandem. MediaOne is currently licensed and holding itself out as a telecommunications provider in 42 communities in Southeast Michigan. In its orders licensing MediaOne to serve, the Commission held that MediaOne was capable of providing service to every person within the licensed areas. In the Commission's view, MediaOne sufficiently demonstrated that it serves a

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93 *MediaOne Order* at 15.

94 *Id.* at 18.

geographic area comparable to an Ameritech Michigan tandem. at 18.

Q. WHAT IS FUNDAMENTALLY WRONG WITH VERIZON'S ASSERTION THAT THE GEOGRAPHIC COVERAGE TEST REQUIRES THAT THE CLEC SWITCH ACTUALLY SERVE A COMPARABLE GEOGRAPHIC AREA RATHER THAN WHETHER THE SWITCHES ARE CAPABLE OF SERVING COMPARABLE AREA?

A. The notion that a CLEC must achieve a certain volume and density of customers in order to be "actually serving a given area" is, by its nature, completely arbitrary. Verizon does not assert a certain threshold in its brief, solely because to do so would demonstrate the arbitrary nature of its proposal. Rather, Verizon asserts that the Commission should, "... require the CLECs to prove that they merit tandem switched rates because their switches actually serve a geographically ***dispersed and mixed*** customer base." (emphasis mine) I suspect that Verizon would assert that a CLEC is actually serving an area only when the CLEC has achieved a volume and density of customers that is equal to Verizon's. Yet, if a CLEC has only a single customer in a certain area, that CLEC incurs costs to terminate Verizon traffic directed to that customer. Rule 51.711(a)(3) provides a proxy for the additional costs a CLEC incurs to terminate Verizon's traffic to that single customer where the CLEC network (switch and distribution facilities) is designed to serve an area comparable to an ILEC tandem switch. Any threshold number of customers greater than one, which Verizon would propose, would necessarily be an arbitrary number. The Commission should avoid deciding this matter on an arbitrary basis, rather it should decide the matter on law and sound public policy which encourages local competition. AT&T's

position is both consistent with the law and with the promotion of local competition.

Issue V.8 ***Competitive Tandem Service*** Should the contract terms relating to the Parties' joint provision of terminating meet point traffic to an IXC customer be reciprocal, regardless of which Party provides the tandem switching function? Put another way, should the contract terms make clear that AT&T and Verizon are peer local exchange carriers and should not bill one another for meet point traffic?

Q. PLEASE DESCRIBE ISSUE V.8.

A. Issue V.8 is set forth in the DPL as follows: "Should the contract terms relating to the Parties' joint provision of terminating meet point traffic to an IXC customer be reciprocal, regardless of which Party provides the tandem switching function? Put another way, should the contract terms make clear that AT&T and Verizon are peer local exchange carriers and should not bill one another for meet point traffic?" The issue centers around what type of rates, terms and conditions should apply between Verizon and AT&T when AT&T provides a competitive tandem service to IXCs. Under these circumstances, the IXC is AT&T's customer and AT&T carries the IXC's traffic from a point on the AT&T network and delivers it to multiple Verizon end offices.

As I will explain below, AT&T is proposing a revised arrangement which will eliminate some of Verizon's objections related to the provision of this service via meet point trunks, and which focuses the issue around the primary dispute, which is whether AT&T should be allowed to provide competitive tandem services via its interconnection with Verizon, and whether the terms regarding how this traffic is to be handled between the two carriers should be set forth in this interconnection agreement. The other major issue with respect to this service relates to whether AT&T should be permitted to obtain local switching or other facilities from Verizon as unbundled network elements when offering competitive

tandem services. This issue was addressed earlier in my testimony in the discussion of Issue V.1.

As I indicated in my discussion on the UNE competitive tandem issue, Verizon's position is that issues relating to competitive tandem service are not appropriate issues to be addressed in an interconnection agreement. Verizon has also refused to agree to reciprocal and fair terms for the provision of this service.

Verizon is wrong. As I explained in my testimony on the UNE competitive tandem issue, this issue is appropriate for consideration in the context of an interconnection agreement, there is a demand for this type of service, and AT&T does not plan to provide this service to itself as an IXC since it would not be profitable for it to do so.

Q. WHAT IS MEANT BY THE TERM "MEET POINT TRAFFIC?"

A. Meet point traffic is traffic between an IXC and a LEC that is routed through another LEC's tandem switch. Under a meet point arrangement, the IXC is the joint customer of the two LECs which collectively provide the exchange access service, hence the term "meet point." The most common meet point arrangement found today is IXC traffic that is routed through an ILEC tandem to a CLEC or ITC local customer. Verizon asserts that this is the only legitimate arrangement for meet point traffic. AT&T has advocated that AT&T and Verizon are peer LECs and that IXC traffic routed though a CLEC tandem to an ILEC local customer is also meet point traffic and the same terms should apply. Verizon does not recognize AT&T as a peer in this arrangement.

Q. WHAT HAS CHANGED IN AT&T'S POSITION?

A. I believe the parties have argued too long over terminology and have not focused sufficiently on developing acceptable contract terms. Whether or not the terms for competitive tandem service is labeled "meet point" is less important than having acceptable interconnection terms for competitive tandem service in the AT&T-Verizon interconnection agreement. Accordingly, AT&T will concede to have a separate contract section addressing competitive tandem services, provided that the contract terms are consistent with AT&T's rights under the law and allow AT&T to efficiently offer its competitive tandem service.

Q. CAN YOU PLEASE REPEAT HOW WOULD AT&T OFFER THIS SERVICE?

A. Yes. AT&T would offer competitive tandem service in Virginia to each Verizon end office where AT&T has established a direct connection. A direct connection could be established though an AT&T collocation arrangement, a third-party collocation arrangement, or if the Commission adopts AT&T's position under Issue V-1, via UNE dedicated transport. AT&T would configure its local network switches to tandem route the IXC traffic via direct end office Feature Group D trunks ordered from Verizon between the applicable Verizon end offices and the subscribing IXC switch. AT&T would either provide the facilities between these two switches or would lease the facilities from third parties or from Verizon.

With respect to those Verizon end offices for which AT&T has no collocation arrangement, the subscribing IXC would have to route traffic that would otherwise go directly to that end office, through Verizon's access tandem. This

limitation on the service is necessary to enable the subscribing IXC to avoid paying two tandem switching functions (one to AT&T and one to Verizon).

Q. YOU MENTIONED THAT AT&T HAS REVISED ITS POSITION ON THIS ISSUE. CAN YOU DESCRIBE AT&T'S REVISED POSITION IN MORE DETAIL?

A. Yes. In an attempt to resolve this issue and focus the dispute on the critical issues, AT&T has modified its position in several ways and has provided some revised language on the issue which is set forth in Exhibit DLT-9. In general, the modifications all reflect AT&T's agreement not to treat its provision of competitive tandem service in the same manner as meet point traffic. The changes, however, still reflect AT&T's position that the terms and conditions relating to Competitive Tandem service should recognize that AT&T and Verizon are co-carriers in the provision of this service.

AT&T's original position was that its provision of competitive tandem service should be subject to the same terms that applied between AT&T and Verizon for meet point billing traffic when Verizon was passing the IXC traffic to AT&T. AT&T will now agree, however, that the terms for competitive tandem service do not need to be governed by the terms applicable to meet point billing trunks. Rather, AT&T will agree to treat these trunks separately and differently.

As part of this agreement not to treat the traffic AT&T delivers to Verizon as meet point traffic, AT&T has changed its original position that when AT&T provides this service, the Parties would not bill each other, but would bill the customer directly. AT&T's original position was based on the fact that when

Verizon provides the similar service via meet point trunks – when the IXC is interconnected to the Verizon tandem and the call is destined to an AT&T local customer– both parties agreed they would not bill one another. AT&T was simply proposing a similar arrangement.

AT&T's new position is that Verizon may bill AT&T for the function or functions it provides. That is, AT&T will agree to pay Verizon for the end office switching, and any dedicated transport as applicable, provided by Verizon. This new position should address Verizon's concern stated in its Answer on the related Issue V-I that AT&T has not "relieved Verizon of any of its cost functions."[95] With this new proposal Verizon will be fully compensated for its functions associated with the AT&T service.

As I stated in my testimony on Issue V.1, it is AT&T's position that the rates for such switching and any other facilities used should be UNE rates rather than exchange access rates.

Finally, AT&T proposed that the revenues received from AT&T's provision of competitive tandem services would be split consistent with the MECAB/MECOD guidelines. Although this proposal was not accurately reflected in AT&T's contract language filed at the FCC as a result of a clerical error, AT&T's Petition set forth AT&T's proposal to share the revenues based on the MECAB/MECOD

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[95] Verizon Response at 53.

guidelines.[96] AT&T's new proposal would be that the revenues not be shared. Rather, AT&T, as noted above, Verizon will bill and AT&T will pay Verizon directly for the functions it provides to AT&T in the provision of this service. Given that Verizon will be compensated for all of the functions it provides, no type of revenue sharing would be appropriate.

Q. WHAT ABOUT THE TECHNICAL CONCERNS RAISED BY VERIZON IN ITS DISCUSSION OF ISSUE V-I? HAS AT&T ADDRESSED THESE?

A. Verizon stated that technical problems associated with a loss of CIC code billing detail arise when originating traffic is switched via two tandems – the Verizon's tandem strips the CIC code from the initial address message, therefore the AT&T tandem would not receive the necessary billing detail. Verizon is creating a technical issue where none exists. As I previously stated, since it is uneconomical to have IXC traffic routed through both a Verizon tandem and an AT&T tandem, AT&T offers competitive tandem service only where a direct connection exists between the AT&T switch and a Verizon end office. Verizon's end office switch is capable of sending the CIC code to AT&T's tandem. In its exchange access tariff, Verizon offers an option associated with its Feature Group D trunks called Carrier Identification Parameter (CIP). CIP provides for the delivery of the IXC customer's carrier identification code (CIC) or the CIC designated by the origination of the call in the initial address message of the common channel signaling protocol. CIP is required to serve multiple IXC customers on a single trunk group. CIP is typically used where a large IXC wholesales its

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[96] AT&T Petition at 87.

interexchange service to IXC resellers. AT&T (the CLEC in this case) requires CIP to offer competitive to multiple IXCs. Verizon should be required to provide CIP to AT&T, when and where it is requested, under the terms of the interconnection agreement.

Q. WHAT WOULD BE THE EFFECT ON COMPETITION IF THE COMMISSION ADOPTED VERIZON'S PROPOSAL?

A. If the Commission adopted Verizon's proposal, future competition for exchange access services would basically be foreclosed. AT&T believes that Verizon will refuse to establish properly equipped FG-D trunks for competitive tandem service unless the terms for the arrangement are spelled out in the interconnection agreement. Thus, the smaller IXCs will continue to be placed at a competitive disadvantage since they will have no viable alternative service to purchase. Moreover, the absence of any significant competition in the exchange access service market also will adversely affect the FCC's access reform policies since the FCC indicated it was relying on competition to drive access rate levels towards costs.[97] A decision for Verizon on this issue will assure that there will be little market driven movement in the level of access rates.

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[97] First Report and Order, *Access Charge Reform*, 12 FCC Rcd 15982 (1996) ¶¶ 258-284.

VERIZON SUPPLEMENTAL ISSUES

Issue VII-1 ***AT&T Revised Contract Language*** Should AT&T be allowed to circumvent over a year's worth of negotiations by inserting language on Network Architecture issues that was never discussed by the Parties?

Q. PLEASE DESCRIBE ISSUE VII-1.

A. Issue VII-1 is described in the DPL as follows: "Should AT&T be allowed to circumvent over a year's worth of negotiations by inserting language on Network Architecture issues that was never discussed by the Parties?" Verizon suggests in its Supplemental Statement that AT&T has changed its position on transport obligations for interconnection traffic because it has submitted new contract language that does not use Verizon's proposed term "IP".[98] Verizon also points to several other issues that it claims are new and therefore should be rejected outright by the Commission. AT&T disagrees with Verizon's characterization of these issues.

Q. PLEASE EXPLAIN AT&T'S POSITION ON THIS MATTER.

A. AT&T has always maintained a consistent position throughout the negotiations on the issues relating to network architecture. To drive efficient interconnection decisions, AT&T proposed from the very beginning that each party is in the best position to determine the point of interconnection for its own originating traffic as long as the originating party was willing to pay for transport to reach that point of

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[98] Verizon Supplemental Statement at 27.

interconnection.[99] Further, AT&T also proposed (and Verizon concurred) that each party would utilize one-way trunks. Therefore, each party is free to independently choose the point of interconnection that best serves that carrier's financial consideration. In AT&T's proposal, the point of interconnection chosen by one carrier does not prejudice the point of interconnection chosen by the other carrier. These principles have always dictated AT&T's negotiation proposals and were always the focus of each discussion on network architecture between the Parties over the many months in which the Contract has been negotiated. The new language presented to Verizon is entirely consistent with these principles.

Q. COULD YOU EXPLAIN HOW THESE PRINCIPLES RELATE TO AT&T's ELIMINATION OF THE TERM "IP" IN ITS CONTRACT LANGUAGE?

A. Yes. AT&T attempted to negotiate in good faith network architecture language that included Verizon's term "IP" (a term which never appears in the Act) while maintaining its basic position on the interconnection principles set forth above. However, because of the fundamental disagreement between the parties about the underlying issues, the parties were never able to agree upon language.

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[99] As I indicated earlier in my discussion of Issue I.1, the Act does not provide Verizon with the right to unilaterally designate a POI. Section 251(a) of the Act is applicable to all LECs and provides simply that "each telecommunications carrier has the duty to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. In contrast, Section 251(c)(2) of the Act provides that ILECs, such as Verizon, interconnect "at any technically feasible point" upon a request by a CLEC, such as AT&T. Therefore, AT&T's proposed contract language provides Verizon with the added ability to choose a POI subject to mutual agreement, while further providing Verizon with a default right to designate the applicable AT&T end office as a POI. AT&T Proposed ICA Sch. IV, §1.3.

Given that the parties, despite their good faith efforts, were unable to reach agreement on this language, and given that the recent pronouncements by the FCC in its *InterCarrier Compensation NPRM* and an Order relating to SBC's 271 application in Kansas and Oklahoma,[100] confirmed very clearly that Verizon's IP concept has no merit, AT&T crafted language that more precisely tracked the FCC's clarifications and AT&T's long standing position on the issues relating to the respective responsibilities of the parties to transport their own originating traffic. AT&T provided this language to Verizon and suggested that the Parties attempt to resolve their issues using the language that more closely tracks the recent FCC clarifications. Verizon refused to undertake this effort and continues to use it IP concept. In my previous discussion of the POI issue on Issue I.1 and my discussion of the POI issue in issue VII-6, I will describe in more detail why Verizon's language is off the mark and should not be used a basis for resolution of this issue.

The bottom line is that AT&T has done nothing wrong. It has simply attempted to work with Verizon to resolve a fundamental issue relating to interconnection. It has proposed some new language during negotiations on a unresolved issue that is not only consistent with AT&T's position from day one, but focuses more precisely on the actual area of dispute by tracking recent FCC's pronouncement on the issue. Tying the Parties to the use of Verizon's particular term and the associated language does not promote a resolution of the issue.

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[100] *InterCarrier Compensation NPRM* at ¶70; *SBC Kansas and Oklahoma Order* at ¶ 233-

The principle reason AT&T elects to use POI consistently with the FCC's use of that term, rather than use arbitrary term "IP", is to make clear to this Commission that AT&T seeks to preserve its rights afforded under the Act and FCC precedent. Using another term not defined in the Act or FCC precedent would only confuse the underlying issues.

Q. THERE IS SOME OTHER LANGUAGE THAT VERIZON CLAIMS REFLECTS NEW ISSUES THAT SHOULD BE REJECTED OUTRIGHT BY THE COMMISSION. COULD YOU COMMENT ON THAT PROPOSAL?

A. Yes. Verizon points to a few issues that it claims should be rejected by the Commission without consideration because they represent "new" issues that Verizon either does not understand or that Verizon disagrees with. As I will describe below, these issues are either not new, represent a section reorganization, or are a recasting of AT&T's position on an unresolved issue. Therefore, there is no reason for the Commission to reject these issues outright, but rather it should address and resolve them.

Q. PLEASE DESCRIBE THE FIRST ISSUE REFERENCED BY VERIZON.

A. The first issue relates to intra-building interconnection. Verizon states it does not understand AT&T's language relating to intra-building interconnection, yet it also indicates that is has a concern that AT&T's language will provide it with preferential treatment.

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Q. WHAT IS INTRABUILDING INTERCONNECTON?

A. Intrabuilding interconnection is a method of interconnection where both parties have broadband facility terminals within a building and thus can interconnect in that building using intra-building cable.[101] Such cable could be a DS-1 cable, fiber optic cable or another technically feasible interface, but with respect to AT&T, most frequently DS-3 coaxial cable. Common locations where intrabuilding interconnection could be accomplished would be POP hotels, where Verizon and AT&T have adjacent central offices and where Verizon and AT&T each have space within the same building. Although it would be technically feasible to have intrabuilding interconnection at some customer locations, such as large multi-tenant buildings, AT&T would not expect to make significant use of intrabuilding interconnection at such locations.

Q. IS THIS CONCEPT OF INTRABUILDING INTERCONNECTION SOMETHING NEW THAT THE PARTIES HAD NOT PREVIOUSLY DISCUSSED?

A. No. The earliest AT&T draft sent to Verizon in 1999 included language relating to this issue. Subsequently, AT&T changed the language from this early version as a result of a Verizon suggestion during negotiations that the language should be revised to be more clear. However, as the parties continued to have disputes concerning interconnection rights and methods, AT&T became concerned that more precise language was needed in order to more specifically define its interconnection rights and limit future controversies. Moreover, AT&T and Verizon did have discussions on this issue on December 7, 2000.

Q. IS INTRABUILDING INTERCONNECTION SUPPORTED BY THE ACT?

A. Yes. The language AT&T proposes is consistent with its right to interconnect at any technically feasible point. As I noted in my testimony on Issue I.1, the Act is clear on this issue - incumbent LECs must interconnect "at any technically feasible point within the [requesting] carrier's network."[102] Moreover, there is nothing in the federal statute that prohibits interconnection via a DS-3 coaxial cable. Indeed, contrary to Verizon's stated concern regarding potential preferential treatment, there is nothing in the proposed language that would prohibit another CLEC from interconnecting via coaxial cable. For example, where a CLEC places a facility terminal within 1310 cable-feet of the Verizon POI, that CLEC could, consistent with the Act, run a DS-3 coaxial cable from its facilities to the Verizon network and interconnect without the need to purchase an entrance facility from Verizon. For this reason, AT&T's proposed contract language on interconnection via cable should be included in the ICA.

Q. PLEASE DESCRIBE THE ISSUE OF TRANSITION COSTS REFERENCED BY VERIZON.

A. Verizon characterizes language in Schedule Four Part B Sec. 3, relating to transition costs as language that will require Verizon to bear the cost of AT&T's new network architecture when it changes from one design to another.[103] This is not the intent of the language, and AT&T did not suggest otherwise when this issue was discussed with Verizon on December 7, 2000.

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[101] Verizon Supplemental Statement at 29.

Q. WHAT IS AT&T'S PROPOSAL WITH RESPECT TO ANY NETWORK ARCHITECTURE TRANSITION COSTS?

A. Since physical conversions place considerable costs on AT&T as well as Verizon, AT&T has no incentive to physically rearrange existing facilities except in cases where exhaustion of AT&T collocation space prevents AT&T from accessing additional unbundled elements in cages that are also used to receive Verizon's originating traffic or in those limited circumstances where substantial savings may be realized through a more efficient interconnection arrangement. Rather, AT&T would prefer to negotiate with Verizon to address these situations in a way that does not impact its current interconnection trunks and thus minimize transition costs for both Parties.

Given this, the transition language that AT&T offers in its proposed Contract Sch, IV § 3.2 provides for coordination between AT&T and Verizon on these issues. However, at the same time, the language provides that Verizon would not be tied to the existing physical arrangements. AT&T believes that this proposal is less disruptive to the network, requires fewer engineering and operations resources, and therefore is less costly for both Parties.

Q. WHAT ABOUT TRUNK CONVERSION COSTS?

A. Verizon confuses the conversion of a new trunking arrangement with the cost allocation issues. AT&T does not, as Verizon suggests, expect Verizon to pay all of the nonrecurring charges when Verizon builds a new facility as part of a

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102 47 U.S.C. § 251(c)(2)(B) (West 1991 and Supp. 2000).

103 Verizon Supplemental Statement at 29.

transition plan for converting two-way trunks to one-way trunks.[104] Rather, AT&T has proposed that each party bear their own non-recurring charges. See AT&T Contract Sch. IV, § 3.2.3. For example, when AT&T sends an ASR to Verizon to rearrange facilities, Verizon may apply the standard charges for working that order.

AT&T has agreed to clarify this issue by adding the following language to its proposed Contract, "The Party requesting transition shall pay any applicable non-recurring charges to the other Party for any trunks that are converted from the existing interconnection arrangements." With this language I believe Verizon's concern is adequately addressed.

Q. WHAT ABOUT VERIZON'S OBJECTION TO THE TERM "'GRANDFATHERED" IN THE CONTEXT OF THE TRANSITION ISSUES?

A. Verizon objects to the use of the term "grandfathered" in AT&T's proposed Contract language because Verizon states that if Parties are going to transition to a new architecture, they should mutually agree to do so and not grandfather indefinitely.[105]

Q. DOESN'T' AT&T'S LANGUAGE PROVIDE FOR MUTUAL AGREEMENT?

A. Yes. AT&T's proposal does provide for mutual agreement. Specifically, AT&T has proposed that AT&T and Verizon may mutually agree that specific two-way trunk groups will be retained as two-way groups - or "grandfathered" - even

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[104] See Verizon Supplemental Statement at 29.

[105] *Id.* at 30.

where one party has requested that other two-way trunk groups be converted to a one-way architecture.[106]

Q. IS THIS GRANDFATHERING DECISION ONE THAT CANNOT BE CHANGED?

A. No. It was not AT&T's intention to prevent Parties from revisiting their decisions on trunking. Therefore, in order to provide either Party with the ability to make new decisions on trunking as their situations change, AT&T would agree to revise its proposed Contract language to explicitly provide that either Party, not just AT&T, has the opportunity to come back and request that two-way trunks be converted to one-way trunks. These requests would follow the same process as an initial requests set forth in AT&T Proposed Contract Sch. IV, § 3.2.2. With this revision, all of Verizon's concerns on this issue will be adequately addressed by AT&T's proposed Contract language.

Q. CAN YOU EXPLAIN VERIZON'S OTHER OBJECTION TO THE TERM EXCHANGE ACCESS?

A. Yes. Verizon objects to AT&T's proposal to exclude "exchange access trunks" from the conversion process. The basis of Verizon's objection is that it claims the term "exchange access" has not been defined and thus the proposal is ambiguous.[107] It also claims that AT&T's position on this issue is inconsistent with prior negotiations.

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[106] *See* Proposed Contract of AT&T at Sch. IV, § 3.2.1.

[107] Verizon Supplemental Statement at 30.

Q. DO VERIZON'S OBJECTIONS HAVE ANY VALIDITY?

A. No. Verizon and AT&T have agreed that AT&T may combine local traffic on Feature Group D exchange access trunks and report local usage factors for proper billing. Many of these FG-D trunk groups operate two-way. AT&T's proposed language is intended to make clear that such combined-use exchange access trunks would be excluded from any re-arrangement plans.

Q. PLEASE EXPLAIN VERIZON'S OBJECTION TO AT&T'S PART C SCHEDULE 4 RELATING TO TRUNK GROUPS.

A. Verizon claims that AT&T' submission of Part C of Schedule 4 relating to trunk groups is a blatant attempt to circumvent the negotiations process and thus should be rejected.[108]

Q. DID AT&T CHANGE THIS SECTION?

A. Yes, but there is virtually no substantive difference between the version that AT&T shared with Verizon last year and the version that AT&T shared with Verizon earlier this year and submitted to the Commission for arbitration. AT&T simply re-organized the terms of this section concurrently with the re-written section on POI to conform more closely to the structure of Verizon's model contract.

Q. PLEASE EXPLAIN THIS FURTHER.

A. In AT&T's earlier version, the specification of the required trunk groups was scattered across the document. The later version that Verizon objects to lists each

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[108] *Id.*

distinct type of required trunk group in a single sub-section, in the same way that Verizon lists the trunk groups in its proposed contract. The intention of this non-substantive reorganization was to enable the negotiators and arbitrators to more readily identify any differences between the terms of two documents. Therefore, Verizon's request that the Commission not address AT&T proposed terms under Schedule 4 is an unreasonable request that should be rejected.

Q. DID VERIZON RAISE ANY OTHER ISSUES AS NEW ISSUES WHICH SHOULD BE REJECTED BY THE COMMISSION OUTRIGHT?

A. Yes. Verizon included Competitive Tandem Service in its Supplemental filing as a new issue, but I don't understand why. Verizon substantively addresses the issue specifically in its Response to Issue V-1. This issue, as Verizon notes, has been the subject of discussion between the Parties but was never resolved.[109] Therefore, it is not a "new issue" and both Parties have addressed the substance of the issue in their petitions and responses. Accordingly, there is no reason to reject this issue outright by the Commission, as proposed by Verizon, but it should be reviewed and ruled upon by the Commission along with all other substantive issues. My discussion of this issue is set forth in my testimony on issues V.1 and V.8.

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[109] *Id.*